



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

December 04, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**42 December 4, 2012**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**SANTA CLARA RIVER WATERSHED FEASIBILITY STUDY  
REQUEST TO INCREASE CONTRIBUTION AMOUNT AND TO HIRE A  
CONSULTANT TO CONDUCT A SEDIMENT TRANSPORT STUDY  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to increase the contribution by the Los Angeles County Flood Control District toward the Santa Clara River Watershed Feasibility Study and to hire a consultant to perform a Santa Clara River Watershed Sediment Transport Study. The estimated cost of the Sediment Transport Study is \$1.5 million.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project is exempt from the California Environmental Quality Act.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to increase the Los Angeles County Flood Control District's contribution to the Santa Clara River Watershed Feasibility Study to an amount not to exceed \$3,569,075.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to hire a consultant to prepare a sediment transport study as part of the Santa Clara River Watershed Feasibility Study, at a cost not to exceed \$1.5 million.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 11, 2004, the Board authorized the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or his designee to enter into a Cost-Sharing Agreement (Agreement) with the U.S. Army Corps of Engineers (Corps) and the Ventura County Watershed Protection District (VCWPD) to conduct the Santa Clara River Watershed Feasibility Study (Feasibility Study) for a total estimated cost of \$8.2 million (Enclosure A). The purpose of the Feasibility Study is to identify opportunities to address flood protection and sedimentation issues by developing hydrologic, hydraulic, and sediment transport models for the entire Santa Clara River Watershed.

The Feasibility Study has several tasks including a sedimentation study, which includes subtasks identified as a sediment transport study and a geomorphology study. Under the Agreement, the LACFCD is responsible for the preparation of the sedimentation study and corresponding subtasks.

Per the initial cost sharing allocations in the Agreement, the Corps would provide \$4.3 million, VCWPD would provide \$2.2 million, and the LACFCD would provide \$1.7 million of in-kind services. On August 11, 2009, the Board authorized the Chief Engineer to contribute an additional \$369,075 for a geomorphology study in connection with the sedimentation study (Enclosure B).

The remaining sediment transport study is a critical element of the Cooperative Agreement. Completion of this task will require that the LACFCD provide an additional \$1.5 million in excess study costs. This contribution, combined with the VCWPD's increased contributions, will exceed the original amounts outlined in the initial Cost-Sharing Agreement. As the Corps' contribution is limited to their original \$4.3 million allotment, the LACFCD and VCWPD will be contributing a larger proportion of the total project cost than initially estimated to complete this study.

The completion of the Feasibility Study will allow the LACFCD to plan and fund future projects in the Santa Clara River Watershed, and will provide future partnering and cost sharing opportunities with the Corps' and the VCWPD. Future projects may include levee improvements, ecosystem restoration, and flood control improvement projects.

The purpose of the recommended actions is to find that the proposed sediment transport study is exempt from the California Environmental Quality Act (CEQA) and to authorize the Chief Engineer of the LACFCD or her designee to increase the LACFCD's contribution to the Feasibility Study to an amount not to exceed \$3,569,075, due to increased project costs and changes to the original tasks identified in the Project Management Plan (PMP). The changes in tasks will require that the LACFCD hire a consultant to perform the sediment transport study for an amount not to exceed \$1.5 million, in connection with the sedimentation study.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by developing partnerships to effectively leverage resources by using a collaborative effort to develop and implement projects. The project will provide multiple benefits to the partnering agencies and surrounding communities, which include future ecosystem restoration and flood control improvement projects.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The LACFCD will fund the sediment transport study and the activities noted in this letter for an amount not to exceed \$1.5 million. Sufficient funding is included in the Fiscal Year 2012-13 Flood Control Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

To identify and assign the subtasks necessary to complete the Feasibility Study, the LACFCD, Corps, and VCWPD prepared a 2003 PMP. The PMP identified the LACFCD as the responsible agency for a hydrology modeling/analysis of the Santa Clara River Watershed, VCWPD as the responsible agency for a sedimentation study (including a geomorphology study and sediment transport study), and the Corps as the responsible agency for a hydraulic analysis. Per the original Cost-Sharing Agreement, the Corps would provide \$4.3 million, Ventura County would provide \$2.2 million, and the LACFCD would provide \$1.7 million of in-kind services.

The PMP was amended in 2008 and the tasks were reassigned as follows: VCWPD would manage the hydrology modeling/analysis, the LACFCD would perform the sedimentation study (including the geomorphology study and sediment transport study), and the Corps would continue with the hydraulic analysis.

On August 11, 2009, the Board authorized the Chief Engineer to enter into an Agreement with VCWPD for VCWPD to perform a portion of the geomorphology study on behalf of the LACFCD, at a cost of \$369,075.

To date, the LACFCD has contributed \$1.7 million of in-kind services, which have included work on hydrology and hydraulics, surveys and mapping, sediment sampling, project management, and an additional \$369,075 for the geomorphology study, which was finalized in June 2011, including in-kind services by the LACFCD plus the contract costs to VCWPD. The remaining portion of the sedimentation study is the sediment transport study, which is complex and highly specialized; therefore, we will engage a consultant from our as-needed list to do this service at an additional cost of \$1.5 million. This will increase the LACFCD's total share of contributions for the overall Feasibility Study to an estimated \$3,569,075.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is statutorily exempt from the CEQA. The Study involves only feasibility or planning studies for possible future actions, which the LACFCD has not approved, adopted, or funded, and, therefore, is exempt from CEQA pursuant to Section 15262 of the CEQA Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services.

Approval of the recommended action will benefit the LACFCD by providing necessary funds to complete the essential objectives of the project.

**CONCLUSION**

Please return three adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:GH:sw

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 29, 2004

ADOPTED  
IN REPLY PLEASE  
REPLY TO FILE: WM-6  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012-2713

62

MAY 11 2004

Dear Supervisors:

*Violet Varona-Lukens*  
VIOLET VARONA-LUKENS  
EXECUTIVE OFFICER

**SANTA CLARA RIVER WATERSHED FEASIBILITY STUDY  
COST-SHARING AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Authorize the Director of Public Works, in his capacity as Chief Engineer of the Los Angeles County Flood Control District, or his designee, to execute a cost-sharing agreement with the U. S. Army Corps of Engineers and the Ventura County Watershed Protection District (VCWPD) following your Board's approval to conduct the Santa Clara River Watershed Feasibility Study to identify opportunities to address flood protection and sedimentation issues.
2. Authorize the Director of Public Works, in his capacity as Chief Engineer of the District, or his designee, to provide \$1.7 million of in-kind services from the Flood Control Fund over the estimated 3-year schedule of the study to cover the District's share of the total project cost estimate of \$8.2 million.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

We recommend that your Board authorize the Director of Public Works, or his designee, to execute a cost-sharing agreement with the Corps and the VCWPD to conduct a Santa Clara River Watershed Feasibility Study. The Corps, in conjunction with VCWPD, completed a reconnaissance study of the watershed and determined that

there is Federal interest in participating in a feasibility study to identify solutions to flood control issues within the watershed.

The Santa Clara Watershed Study area is about 1,600 square miles spanning from the Santa Clara Valley to the Pacific Ocean. The watershed is generally evenly divided between the Counties of Los Angeles and Ventura. The portion of the watershed within the County of Los Angeles comprises 772 square miles, and the area in Ventura County comprises 831 square miles.

The goal of the study is to identify flood protection and sedimentation problems and opportunities within the watershed. This will be accomplished by developing hydrologic, hydraulic, and sediment transport models of the entire watershed. The results will be mapped and integrated into a GIS database for analysis.

We anticipate that within the County of Los Angeles' portion of the watershed, the study will focus on potential flooding problems in the Acton, Agua Dulce, Bouquet, Mint, and Sand Canyon areas. If the study determines that there is Federal interest in addressing water resource problems within the watershed, this could result in the Corps participating in the design, construction, and cost-sharing funding of flood control improvements.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility by developing partnerships to effectively leverage our resources and Organizational Effectiveness because of the cross jurisdictional collaborative efforts that will be formed by the cost-sharing agreement.

#### **FISCAL IMPACT/FINANCING**

The total project cost estimate of the study is \$8.2 million. The cost-sharing agreement specifies that the District would fund \$1.7 million of the cost of the study with Ventura County and the Corps funding \$2.2 million and \$4.3 million, respectively. At this time, it is anticipated that the District's share would be provided entirely through in-kind services. In the event that the study would require any consultant services in lieu of or in addition to the \$1.7 million and beyond the Director's delegated authority, we would return to your Board for approval. There would be no impact to the County's General Fund.

The Honorable Board of Supervisors  
April 29, 2004  
Page 3

Funds to initiate the work are available in the Fiscal Year 2003-04 Flood Control District Budget. Appropriations required to complete the study in future fiscal years will be requested through the annual County budget process.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cost-sharing agreement has been reviewed as to form by County Counsel and is enclosed for your review.

#### **ENVIRONMENTAL DOCUMENTATION**

Approval of the cost-sharing agreement is an action that is not subject to the provision of the California Environmental Quality Act (CEQA) because it will not have a direct or indirect physical impact to the environment, as stated in Section 15061(b)(3) of the State CEQA Guidelines.

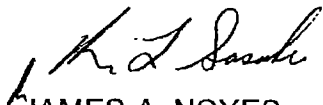
#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There would be no adverse impacts on current services.

#### **CONCLUSION**

Please return three approved copies of this letter to Public Works.

Respectfully submitted,



JAMES A. NOYES  
Director of Public Works

MM:sv

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Enc.

cc: Chief Administrative Office  
County Counsel

AGREEMENT  
BETWEEN THE DEPARTMENT OF THE ARMY  
AND  
THE VENTURA COUNTY WATERSHED PROTECTION DISTRICT  
AND  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
FOR THE SANTA CLARA RIVER WATERSHED STUDY

THIS AGREEMENT is entered into this 24<sup>th</sup> day, of May, 2004, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer executing this Agreement, and the Ventura County Watershed Protection District, represented by the Director, Public Works Agency, and Los Angeles County Flood Control District, represented by the Chief Engineer (hereinafter collectively referred to as the "Sponsors"),

WITNESSETH, that

WHEREAS, the Congress has authorized the Board of Engineers for Rivers and Harbors to conduct a study of, "... the Santa Clara River and its tributaries, Los Angeles and Ventura Counties, California, published as House Document No. 443, Eightieth Congress, first session, and other reports, with a view to determining whether the existing project should be modified in any way at the present time in the interest of flood control and allied purposes." pursuant to the Committee on Public Works, June 18, 1963; and

WHEREAS, the U.S. Army Corps of Engineers has conducted a reconnaissance study of the Santa Clara Basin Watershed Management Initiative, California pursuant to this authority, and has determined that further study in the nature of a "Feasibility Phase Study" (hereinafter the "Study") is required to fulfill the intent of the study authority and to assess the extent of the Federal interest in participating in a solution to the identified problem; and

WHEREAS, Section 105 of the Water Resources Development Act of 1986 (Public Law 99-662, as amended) specifies the cost sharing requirements applicable to the Study;

WHEREAS, the Sponsors have the authority and capability to furnish the cooperation hereinafter set forth and are willing to participate in study cost sharing and financing in accordance with the terms of this Agreement; and

WHEREAS, the Sponsors and the Government understand that entering into this Agreement in no way obligates either party to implement a project and that whether the Government supports a project authorization and budgets it for implementation depends upon, among other things, the outcome of the Study and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration;

NOW THEREFORE, the parties agree as follows:



## ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

A. The term "Study Costs" shall mean all disbursements by the Government pursuant to this Agreement, from Federal appropriations or from funds made available to the Government by the Sponsors, and all negotiated costs of work performed by the Sponsors pursuant to this Agreement. Study Costs shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; the costs of participation in Study Management and Coordination in accordance with Article IV of this Agreement; the costs of contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

B. The term "estimated Study Costs" shall mean the estimated cost of performing the Study as of the effective date of this Agreement, as specified in Article III.A. of this Agreement.

C. The term "excess Study Costs" shall mean Study Costs that exceed the estimated Study Costs and that do not result from mutual agreement of the parties, a change in Federal law that increases the cost of the Study, or a change in the scope of the Study requested by the Sponsors.

D. The term "study period" shall mean the time period for conducting the Study, commencing with the release to the U.S. Army Corps of Engineers Los Angeles District of initial Federal feasibility funds following the execution of this Agreement and ending when the Assistant Secretary of the Army (Civil Works) submits the feasibility report to the Office of Management and Budget (OMB) for review for consistency with the policies and programs of the President.

E. The term "PMP" shall mean the Project Management Plan, which is attached to this Agreement and which shall not be considered binding on either party and is subject to change by the Government, in consultation with the Sponsors.

F. The term "negotiated costs" shall mean the costs of in-kind services to be provided by the Sponsors in accordance with the PMP.

G. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

## ARTICLE II - OBLIGATIONS OF PARTIES

A. The Government, using funds and in-kind services provided by the Sponsors and funds appropriated by the Congress of the United States, shall expeditiously prosecute and complete the Study, in accordance with the provisions of this Agreement and Federal laws, regulations, and policies.

B. In accordance with this Article and Article III.A., III.B. and III.C. of this Agreement, the Sponsors shall contribute cash and in-kind services equal to fifty (50) percent of Study Costs other than excess Study Costs. The Sponsors may, consistent with applicable law and regulations, contribute up to 50 percent of Study Costs through the provision of in-kind services. The in-kind services to be provided by the Sponsors, the estimated negotiated costs for those services, and the estimated schedule under which those services are to be provided are specified in the PMP. Negotiated costs shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.

C. The Sponsors shall pay a fifty (50) percent share of excess Study Costs in accordance with Article III.D. of this Agreement.

D. The Sponsors understand that the schedule of work may require the Sponsors to provide cash or in-kind services at a rate that may result in the Sponsors temporarily diverging from the obligations concerning cash and in-kind services specified in paragraph B. of this Article. Such temporary divergences shall be identified in the quarterly reports provided for in Article III.A. of this Agreement and shall not alter the obligations concerning costs and services specified in paragraph B. of this Article or the obligations concerning payment specified in Article III of this Agreement.

E. If, upon the award of any contract or the performance of any in-house work for the Study by the Government or the Sponsors, cumulative financial obligations of the Government and the Sponsors would result in excess Study Costs, the Government and the Sponsors agree to defer award of that and all subsequent contracts, and performance of that and all subsequent in-house work, for the Study until the Government and the Sponsors agree to proceed. Should the Government and the sponsors require time to arrive at a decision, the Agreement will be suspended in accordance with Article X., for a period of not to exceed six months. In the event the Government and the sponsors have not reached an agreement to proceed by the end of their 6 month period, the Agreement may be subject to termination in accordance with Article X.

F. No Federal funds may be used to meet the Sponsors' share of Study Costs unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

G. The award and management of any contract with a third party in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award and management of any contract by the Sponsors with a third party in furtherance of this Agreement which obligates funds of the Sponsors and does not obligate Federal appropriations shall be exclusively within the control of the Sponsors, but shall be subject to applicable Federal laws and regulations.

### ARTICLE III - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties, current projections of Study Costs, current projections of each party's share of Study Costs, and current projections of the amount of Study Costs that will result in excess Study Costs. At least quarterly, the Government shall provide the Sponsors a report setting forth this information. As of the effective date of this Agreement, estimated Study Costs are \$8,200,000 and the Sponsors' share of estimated Study Costs is \$4,050,000. In order to meet the Sponsors' cash payment

requirements for their share of estimated Study Costs, the Sponsors must provide a cash contribution currently estimated to be \$139,000. The dollar amounts set forth in this Article are based upon the Government's best estimates, which reflect the scope of the study described in the PMP, projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsors.

B. The Sponsors shall provide their cash contribution required under Article II.B. of this Agreement in accordance with the following provisions:

1. For purposes of budget planning, the Government shall notify the Sponsors by September 1 of each year of the estimated funds that will be required from the Sponsors to meet the Sponsors' share of Study Costs for the upcoming fiscal year.
2. No later than 30 calendar days prior to the scheduled date for the Government's issuance of the solicitation for the first contract for the Study or for the Government's anticipated first significant in-house expenditure for the Study, the Government shall notify the Sponsors in writing of the funds the Government determines to be required from the Sponsors to meet their required share of Study Costs for the first fiscal year of the Study. No later than 15 calendar days thereafter, the Sponsors shall provide the Government the full amount of the required funds by delivering a check payable to "FAO, USAED, Los Angeles District" to the District Engineer.
3. For the second and subsequent fiscal years of the Study, the Government shall, no later than 60 calendar days prior to the beginning of the fiscal year, notify the Sponsors in writing of the funds the Government determines to be required from the Sponsors to meet their required share of Study Costs for that fiscal year, taking into account any temporary divergences identified under Article II.D of this Agreement. No later than 30 calendar days prior to the beginning of the fiscal year, the Sponsors shall make the full amount of the required funds available to the Government through the funding mechanism specified in paragraph B.2. of this Article.
4. The Government shall draw from the funds provided by the Sponsors such sums as the Government deems necessary to cover the Sponsors' share of contractual and in-house fiscal obligations attributable to the Study as they are incurred.
5. In the event the Government determines that the Sponsors must provide additional funds to meet their share of Study Costs, the Government shall so notify the Sponsors in writing. No later than 60 calendar days after receipt of such notice, the Sponsors shall make the full amount of the additional required funds available through the funding mechanism specified in paragraph B.2. of this Article.

C. Within ninety (90) days after the conclusion of the Study Period or termination of this Agreement, the Government shall conduct a final accounting of Study Costs, including disbursements by the Government of Federal funds, cash contributions by the Sponsors, the amount of any excess Study Costs, and credits for the negotiated costs of the Sponsors, and shall furnish the Sponsors with the results of this accounting. Within thirty (30) days thereafter, the Government, subject to the availability of funds, shall reimburse the Sponsors for the excess, if any, of cash contributions and credits given over its required share of Study Costs, other than excess Study Costs, or the Sponsors shall provide the Government any cash contributions

required for the Sponsors to meet their required share of Study Costs other than excess Study Costs.

D. The Sponsors shall provide their cash contribution for excess Study Costs as required under Article II.C. of this Agreement by delivering a check payable to "FAO, USAED, Los Angeles District" to the District Engineer as follows:

1. After the project that is the subject of this Study has been authorized for construction, no later than the date on which a Project Cooperation Agreement is entered into for the project; or

2. In the event the project that is the subject of this Study is not authorized for construction by a date that is no later than 5 years of the date of the final report of the Chief of Engineers concerning the project, or by a date that is no later than 2 years after the date of the termination of the study, the Sponsors shall pay their share of excess costs on that date (5 years after the date of the Chief of Engineers or 2 year after the date of the termination of the study).

#### ARTICLE IV - STUDY MANAGEMENT AND COORDINATION

A. To provide for consistent and effective communication, the Sponsors and the Government shall appoint named senior representatives to an Executive Committee. Thereafter, the Executive Committee shall meet regularly until the end of the Study Period.

B. Until the end of the Study Period, the Executive Committee shall generally oversee the Study consistently with the PMP.

C. The Executive Committee may make recommendations that it deems warranted to the District Engineer on matters that it oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider such recommendations. The Government has the discretion to accept, reject, or modify the Executive Committee's recommendations.

D. The Executive Committee shall appoint representatives to serve on a Study Management Team. The Study Management Team shall keep the Executive Committee informed of the progress of the Study and of significant pending issues and actions, and shall prepare periodic reports on the progress of all work items identified in the PMP.

E. The costs of participation in the Executive Committee (including the cost to serve on the Study Management Team) shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

## ARTICLE V - DISPUTES

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay an equal share of any costs for the services provided by such a third party as such costs are incurred. Such costs shall not be included in Study Costs. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

## ARTICLE VI - MAINTENANCE OF RECORDS

A. Within 60 days of the effective date of this Agreement, the Government and the Sponsors shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Study Costs. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments at 32 C.F.R. Section 33.20. The Government and the Sponsors shall maintain such books, records, documents, and other evidence in accordance with these procedures for a minimum of three years after completion of the Study and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Sponsors shall each allow the other to inspect such books, documents, records, and other evidence.

B. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Sponsors are required to conduct under the Single Audit Act Amendments of 1996, 31 U.S.C. Sections 7501-7507. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits shall be included in total Study Costs and shared in accordance with the provisions of this Agreement.

## ARTICLE VII - RELATIONSHIP OF PARTIES

The Government and the Sponsors act in independent capacities in the performance of their respective rights and obligations under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

## ARTICLE VIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

## ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of the Sponsors' rights and obligations under this Agreement, the Sponsors agree to comply with all applicable Federal and State laws and regulations, including Section 601 of

Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in 32 C.F.R. Part 195, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

#### ARTICLE X - TERMINATION OR SUSPENSION

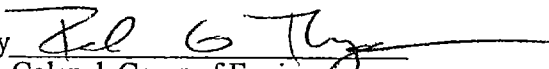
A. This Agreement shall terminate at the conclusion of the Study Period, and neither the Government nor the Sponsors shall have any further obligations hereunder, except as provided in Article III.C.; provided, that prior to such time and upon thirty (30) days written notice, any party may terminate or suspend this Agreement. In addition, the Government shall terminate this Agreement immediately upon any failure of the parties to agree to extend the study under Article II.E. of this agreement, or upon the failure of the sponsors to fulfill their obligation under Article III. of this Agreement. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Study and proceed to a final accounting in accordance with Article III.C. and III.D. of this Agreement. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to both parties.

B. Any termination of this Agreement shall not relieve the parties of liability for any obligations previously incurred, including the costs of closing out or transferring any existing contracts.

C. In the event that any of the Sponsors elect to terminate its own responsibilities under this Agreement, and there are remaining Sponsors who elect to continue to participate in the Study, the Government shall negotiate in good faith with the remaining Sponsors to effect a timely and productive conclusion to that portion of the Study pertaining to the remaining Sponsor's area of statutory authority. The Government shall prepare a revised PMP and revised estimated Study costs, including the remaining Sponsor's share, to complete that portion of the Study of interest to the remaining Sponsor. If the remaining Sponsor elects to complete the Study, this Agreement shall be amended to reflect the negotiated revisions to the PMP and Study costs. Cost amendments to this Agreement made pursuant to this sub-article shall reflect credits for the previous cash and in-kind contributions of all Study Sponsors and shall reflect task reductions made as a result of withdrawal of any Study Sponsor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer for the U.S. Army Corps of Engineers, Los Angeles District.

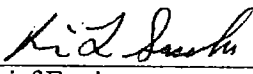
DEPARTMENT OF THE ARMY

By   
Colonel, Corps of Engineers  
District Engineer  
Los Angeles District

VENTURA COUNTY  
WATERSHED PROTECTION DISTRICT

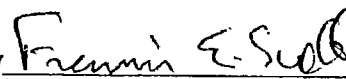
By   
Director, Public Works Agency

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT

By   
Chief Engineer

APPROVED AS TO FORM:

Office of the County Counsel

By   
Deputy



**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

August 11, 2009

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

29

August 11, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachia A. Hamai*  
SACHIA A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VENTURA COUNTY WATERSHED  
PROTECTION DISTRICT AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO  
PERFORM A GEOMORPHOLOGY STUDY OF THE  
UPPER SANTA CLARA RIVER WATERSHED  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Memorandum of Understanding with the Ventura County Watershed Protection District to perform a geomorphology study of the Upper Santa Clara River Watershed within the County of Los Angeles boundaries.



The Honorable Board of Supervisors

August 11, 2009

Page 2

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed project is statutorily exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute a Memorandum of Understanding between the County of Ventura and the Los Angeles County Flood Control District to perform a geomorphology study of the Upper Santa Clara River Watershed within the County of Los Angeles boundaries in a form approved by County Counsel and to take all steps necessary to implement the Memorandum of Understanding. The cost of the study shall not exceed \$369,075.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to execute, on behalf of the LACFCD, a Memorandum of Understanding (MOU) with the Ventura County Watershed Protection District (VCWPD).

The services provided by the VCWPD to perform a geomorphology study of the upper watershed will ensure technical continuity between upper and lower watersheds of the Santa Clara River system and satisfy part of the LACFCD's partnership commitment in the feasibility study in a timely and cost-effective manner.

**Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by developing partnerships to effectively leverage our resources using a collaborative effort.

**FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The cost of the study shall not exceed \$344,930 including an 8 percent contingency for unforeseen work and a 7 percent contract administration fee for VCWPD. There are sufficient funds in the Fiscal Year 2009-10 Los Angeles County Flood Control District Budget.

The Honorable Board of Supervisors

August 11, 2009

Page 3

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The VCWPD is a partner with the LACFCD and the U.S. Army Corps of Engineers in a Federal feasibility study of the Santa Clara River from its headwaters in the County of Los Angeles to the Pacific Ocean. The feasibility study is needed in order to carry on future technical investigations pertaining to flood protection and uses of the Santa Clara River within the Counties of Los Angeles and Ventura. One of the LACFCD's responsibilities in the feasibility study is to conduct a geomorphology study of the Upper Santa Clara River Watershed. A geomorphology study is an essential part of the feasibility study. A geomorphology study uses science to understand how the natural processes (weather, erosion, mountain building, etc.) and human impacts (development, agriculture, etc.) shape the landforms of the Santa Clara River watershed.

The MOU between the LACFCD and the VCWPD provides for the VCWPD to perform the geomorphology study through a contractor and for the LACFCD to reimburse the VCWPD for the study. The contractor previously performed a similar geomorphology study of the lower Santa Clara River Watershed within the boundaries of Ventura County. The MOU will provide for the VCWPD to revise its Scope of Work with the contractor so that the contractor performs an additional geomorphology study of the upper watershed within the County of Los Angeles boundaries. The LACFCD will reimburse the VCWPD for the contractor's services plus predetermined administrative costs.

The enclosed MOU has been reviewed by County Counsel and will be executed by counterparts in the VCWPD.

### **ENVIRONMENTAL DOCUMENTATION**

Execution of the MOU is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA Guidelines and Section 307.B.(7) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. This exemption provides for feasibility or planning studies for possible future actions that have not been approved, adopted, or funded.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services.

Approval of this action will benefit the LACFCD by providing a collaborative approach with the VCWPD to perform a geomorphology study in a cost-effective manner and complete one of the LACFCD's responsibilities under the Federal feasibility study of the Santa Clara River Watershed.

### **CONCLUSION**

Please return three adopted copies of this letter to the Department of Public Works, Watershed Management Division.

The Honorable Board of Supervisors

August 11, 2009

Page 4

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:sw

Enclosures

c: Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office

**MEMORANDUM OF UNDERSTANDING REGARDING THE BASELINE RIVER  
MORPHOLOGY STUDY FOR THE UPPER SANTA CLARA RIVER**

This Memorandum of Understanding ("MOU") is made this 27<sup>th</sup> day of AUGUST, 2009, and entered into by and between the Ventura County Watershed Protection District (hereinafter referred to as "VCWPD") and the Los Angeles County Flood Control District (hereinafter referred to as "LACFCD").

**RECITALS**

WHEREAS, the VCWPD, LACFD, and the United States Army Corps of Engineers in 2004 entered into a cost sharing agreement for and are committed to collaborating to complete the Santa Clara River Watershed Feasibility Study; and

WHEREAS, the Santa Clara River Watershed Feasibility Study contains a project management plan describing the work to be done as a result of the study and setting up a project management team to oversee that work; and

WHEREAS, a geomorphology study is an important component of that work; and

WHEREAS, according to the Project Management Plan for the Santa Clara River Watershed Feasibility Study, it is the responsibility of the LACFCD to carry out the geomorphology study for the entire watershed ; and

WHEREAS, Stillwater Science, under a contract with the California Coastal Conservancy has completed a comprehensive geomorphology study for the lower reach of the Santa Clara River in Ventura County and that study has been accepted by the project management team and satisfies LACFCD's obligation to conduct a study for the lower reach; and

WHEREAS, LACFCD still needs to conduct a geomorphology study for the upper reach of the Santa Clara River which lies within the Los Angeles County boundaries; and

WHEREAS, the VCWPD is authorized by law to carry on technical and other investigations and studies pertaining to control of floods and use of water both within and without the VCWPD; and

WHEREAS, the VCWPD has a contract with RBF Consulting to study Sespe Creek and LACFCD has requested that the VCWPD expand the scope of work under that agreement to include a geomorphology study for the upper reach of the Santa Clara River and otherwise manage the study; and

WHEREAS, the project management team believes that it is more efficient and cost effective for the VCWPD to manage the upper reach geomorphology study contract on behalf of the LACFCD; and

WHEREAS, the VCWPD is willing to manage the geomorphology study of the Upper Santa Clara River Watershed in Los Angeles County provided LACFCD reimburses the VCWPD for the cost thereof.

NOW, THEREFORE, the PARTIES enter into this MOU in accordance with the following terms and conditions:

#### **ARTICLE 1 DEFINITIONS**

- 1.1 DIRECTOR shall mean the Director of the VCWPD.
- 1.2 LACFCD will mean the Los Angeles County Flood Control District.
- 1.3 VCWPD shall mean the Ventura County Watershed Protection District.
- 1.4 AUTHORIZED AUTHORITY shall mean the individual authorized by each party to sign this MOU.
- 1.5 PARTY or PARTIES shall mean the LACFCD and the VCWPD.

#### **ARTICLE 2 PURPOSE, TERM, TERMINATION AND AMENDMENTS**

The purpose of the MOU is to establish a working agreement between the PARTIES with regard to contracting for and managing a geomorphology study of the upper reach of the Santa Clara River within the Los Angeles County borders. This study, together with the geomorphology study of the lower Santa Clara River within Ventura County, will complete the requirement for the LACFCD to provide a geomorphology study of the entire watershed.

The term of this MOU shall commence on the day and date written above and shall be effective for two years following this commencement date. The MOU shall not be renewed unless any PARTY provides written notice of the need to renew no later than thirty (30) days prior to the termination date.

#### **ARTICLE 3 RESPONSIBILITIES OF THE PARTIES**

##### **A. VCWPD Responsibilities:**

1. The VCWPD shall negotiate a modification to the Sespe Creek Hydrology Hydraulics and Sedimentation Analysis contract, to include a geomorphology study of the upper reach of the Santa Clara River (Upper Reach Study). The modification for the Upper Reach Study shall have a maximum amount of \$344,930 (including contingencies), shall provide that invoices for work performed on the Upper Reach Study are subject to review and approval by both the VCWPD and LACFCD, and that the VCWPD may withhold payment for work performed on the Upper Reach Study unless and until approved by LACFCD.
2. Subject to reaching an agreement with its consultant on a change order/modification of the Upper Reach Study on the terms set forth in Section A.1., the VCWPD shall manage the geomorphology study for the upper reach of the Santa Clara River in accordance with its standard policies and procedures for managing consulting contracts, as modified by this MOU.
3. The VCWPD shall forward upon receipt from its consultants invoices and deliverables for the Upper Reach Study in an electronic format to LACFCD. The VCWPD further agrees that the costs for all work by the consultant shall be duly documented and such documentation provided to the LACFCD no less than quarterly and at the end of the consultant contract.

**B. LACFCD Responsibilities:**

1. LACFCD shall reimburse the VCWPD for the full amount of all approved invoices for work performed on the Upper Reach Study, and shall pay the VCWPD a fee for contract administration at a rate of seven percent (7%) of each approved invoice for work on the Upper Reach Study.
2. The reimbursements and payments described in Section B.1. shall be due within thirty (30) days of receipt of each approved invoice. .
3. LACFCD shall notify the VCWPD of any objections to all or any part of any invoice for work performed on the Upper Reach Study within ten (10) days of receipt of each invoice, otherwise the invoice shall be deemed approved and LACFCD waives any and all objections thereto. If an objection is made within the ten (10) day period, the PARTIES shall meet and confer in an effort to resolve any such objection.
4. LACFCD agrees to hold harmless, defend, and indemnify the VCWPD for any claim made by the consultant for late payment or non-payment of any invoice for performing the Upper Reach Study, if such late payment or non-payment was caused by LACFCD.

**ARTICLE 4**  
**ADMINISTRATION AND FUNDING**

This MOU shall be jointly administered by the PARTIES, and each PARTY'S administrative activities hereunder shall be regarded as in-kind services independently funded by and performed at the discretion of the PARTIES. The cost of the Upper Reach Study, including the VCWPD'S contract management activities, shall be credited as part of LACFCD'S local contribution to the Santa Clara River Watershed Feasibility Study (Feasibility Study).

**ARTICLE 5**  
**MISCELLANEOUS PROVISIONS**

- 5.1 **APPROVAL BY PARTIES:** This MOU and any amendments thereto shall not be binding on either PARTY unless executed by the PARTY'S AUTHORIZED AUTHORITY.
- 5.2 **COMPLETE AGREEMENT:** This MOU constitutes the entire agreement between the LACFCD and the VCWPD with respect to the subject matter of this MOU. No prior oral or written understandings or agreements between the PARTIES with respect to the subject matter of this MOU are incorporated herein and any such understandings or agreements are entirely superseded by this MOU.
- 5.3 **AMENDMENTS:** This MOU may not be amended without a written amendment signed by each PARTY'S AUTHORIZED AUTHORITY.
- 5.4 **INTERPRETATION:** This MOU shall be interpreted and construed reasonably and neither for nor against any of the PARTIES, regardless of the degree to which any of the PARTIES participated in its drafting.
- 5.5 **SEVERABILITY:** If any term, provision, covenant, or condition of this MOU is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 5.6 **INDEPENDENT CONTRACTORS:** The PARTIES agree that they are, and at all times shall be, independent contractors of, and not the agent of the other. This MOU is intended for the sole benefit of the PARTIES and not for the benefit of any third party not a signatory hereto.
- 5.7 **GOVERNING LAW:** This MOU shall be governed by and construed in accordance with the laws of the State of California.
- 5.8 **NONDISCRIMINATION:** In the performance of this MOU, the PARTIES shall abide by all applicable federal, state and local laws, regulations, or ordinances pertaining

to discrimination and shall not discriminate against any person, customer, servant or employee on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

- 5.9 **INTELLECTUAL PROPERTY:** By entering into this MOU no PARTY is deemed to be transferring any intellectual property rights, including but not limited to proprietary information, patents and trademarks. Each PARTY shall respect the intellectual property rights of the others, and shall not disclose any confidential information without prior written consent of the PARTY that has developed the confidential information.
- 5.10 In contemplation of the provisions of Section 895.2 of the Government Code of the State of California Imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- 5.11 This MOU may be executed simultaneously in counterpart, each of which shall be deemed and original, but together shall constitute but one and the same instrument.
- 5.12 **NOTICES:** All notices or correspondence under this MOU shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing.

**LACFCD:**

Chief Engineer, Los Angeles County Flood Control District  
900 South Fremont Avenue  
Alhambra, California 91803-1331

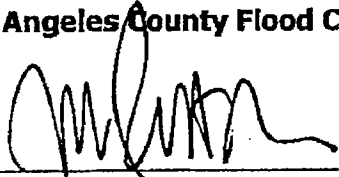
**VCWPD:**

Director, Ventura County Watershed Protection District  
800 South Victoria Avenue  
Ventura, CA 93009-1600



IN WITNESS WHEREOF, the PARTIES have executed this MOU on the dates indicated below.

**Los Angeles County Flood Control District**



Date 8.27.09

By: Gail Farber

Chief Engineer, Los Angeles County Flood Control District

**Watershed Protection District**

Date \_\_\_\_\_

By: Tom Lagier

Director, Ventura County Watershed Protection District

WMB  
488

**Los Angeles County Flood Control District**

\_\_\_\_\_  
Date \_\_\_\_\_

By: Gail Farber  
Chief Engineer, Los Angeles County Flood Control District

**Watershed Protection District**

 \_\_\_\_\_ Date 8/13/09

By: Norma J. Camacho  
Director, Ventura County Watershed Protection District